

2017 ATTACHMENT A

ZION NATIONAL PARK COMMERCIAL USE AUTHORIZATION (CUA)

GENERAL AUTHORIZATION PROVISIONS

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE:36 CFR 2.32(a)(3)].

2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.

3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (Holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

4. **Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the minimum amount of \$ \$1,000,000 (per occurrence) and underwritten by a United States company naming the United States of America (National Park Service, Zion National Park, SR 9, Springdale, UT 84767) as additional insured.** Holder agrees to have on file with the park current copies of the above insurance with the proper endorsements at all times. If claims reduce available insurance below the required per occurrence limits, the Permittee shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits. All liability policies shall specify that the insurance company shall have no right of subrogation against the United States Government and/or shall provide that the United States Government is named an additional insured. **Proof of workers compensation insurance is also required.**

Automobile liability is required to cover all owned, non-owned, and hired vehicles based upon Utah State law. Automobile liability insurance must also be underwritten by a United States company naming the United States of America (National Park Service, Zion National Park, SR 9, Springdale, UT 84767) as additional insured. Minimum coverages are outlined below:

Number of Passengers	Minimum per Occurrence Liability Limits
Up to 5 passengers	\$300,000
6 to 12 passengers	\$500,000
13 to 20 passengers	\$750,000
Over 21 passengers	\$1,500,000

5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.

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6. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.
7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area superintendent.
11. The holder is to provide the park area superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.
12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
13. Executive Order 13658 – Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract. The applicable contract clause is available at <https://federalregister.gov/a/2014-23533>. Non-profit CUA holders who drive no taxable income from activities in the park area are exempt from this Executive Order upon the provision of appropriate documentation.
14. The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967. Nondiscrimination: If use of the resource covered by this permit will involve the employment by the Permittee of a person or persons, the Permittee agrees as follows:
- The holder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or disabling condition. The Permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.
- The holder will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will have consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.
- The holder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
15. This permit is applicable only for the use of the area(s) and terms designated therein.
16. The area(s) authorized for use under this permit must be left in substantially the same condition as it was prior to the activities authorized herein, with all refuse properly disposed of or otherwise as required by the Superintendent. Alteration of any park features (to allow set-up of equipment, enhance setting, etc.) is strictly prohibited.

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17. The holder shall be liable for any damages to any Government property resulting from these activities. The permittee shall pay the cost for any search and rescue efforts the park conducts on behalf of the permit holder which exceeds everyday budgeted park expenses.

18. This permit does not authorize the Permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States. **The commercial aspects of the service, except for the service itself, must occur outside of the park, including marketing, advertising, use or construction of temporary or permanent structures, the negotiation of compensation with the customer, or the solicitation or receipt of money or other compensation.**

20. Payment: CUAs will require an advanced, non-refundable application fee of \$200 to \$500 regardless of permit approval or the length of the permit. The application fee (Per Permit) is a required charge that allows the park to recover, at a minimum, the management and administrative costs associated with the CUA program. The fee is on a sliding scale, based on the amount of revenue a company earned in Zion in the previous year. (Companies who apply for the next year's permit before the current year is complete will use the previous year's revenue numbers. New companies will be charged the smallest amount in their first year.) Companies that earn less revenue in Zion will pay a smaller application fee. Please refer to the scale below for the appropriate fee:

<u>Zion-Based Revenue</u>	<u>Application Fee (Per Permit)</u>
\$0-\$19,999	\$200
\$20,000-\$49,999	\$300
\$50,000-\$99,999	\$350
\$100,000-\$149,999	\$400
Greater than \$150,000	\$500

All Commercial Use Authorization Fees must be paid electronically for each permit through pay.gov at the following web link: <https://pay.gov/public/form/start/77182661>

Non-profit organizations who are exempt from taxable income are required to pay a flat application fee of \$200 per permit in lieu of the payment scale provided above. In order to be classified as a non-profit CUA, applicants must submit documentation stating their organization is a non-profit entity and does not earn taxable income from activities taking place within Zion National Park.

21. Annual Report: By February 28, 2018 (or at the time the 2018 CUA application is submitted) the Permittee must submit an annual report that summarizes total in-park visitor use and includes gross revenues for the year. For the purpose of this permit, gross revenues are defined as:

The total of all revenues received from services offered within Zion National Park (ZION). Revenue collected that is passed directly through to in-park concessioners to purchase visitor services such as lodging, meals, or concessioner-provided activities may be deducted from gross receipts for the purpose of calculating the percentage of gross receipts fee. Revenue for services conducted outside ZION are not included in the gross receipts amount when calculating the assessed fee. [Use of the current OMB approved survey form will be required until such time as a new form is approved. See CUA Annual Survey, Attachment D.]

22. All holders will abide by relevant sections of the latest edition of the Food and Drug Administration's (FDA) Food Code. In addition, all Holder will abide by any and all Utah state requirements regarding food preparation and serving.

23. A copy of the food handling certificate must be included with the application materials for all companies providing food service within the park. Permittee will comply with applicable public health and sanitation standards and codes.

24. It is expressly understood that the Permittee is subject to any and all special conditions of activity specific operating plans [See Operating Plan, Attachment B.]

25. The holder may not for advertising or sales purposes involve (through photography, film, etc.) activities that interfere with other visitors and may not depict activities that are not authorized through it authorization, activities that are illegal, unsafe, or result in damage to natural or cultural resources.

26. The CUA Application period opens November 15, 2016 and closes on April 1, 2017. Applications received or postmarked after April 1, 2017 will not be accepted. Applicants submitting applications after the April 1, 2017 deadline will not be authorized to operate in Zion National Park in 2017.

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Date